

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
AGENDA

October 5, 2020

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.
Mayor Chamberlain presiding.

(1) Roll Call:

(2) Pledge of Allegiance:
Invocation:

(3) Public Comment: (Please register with the City Clerk):

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
September 21, 2020; as presented.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(7) Approval of Expenditures: None.

(8) Committee Reports and Minutes of City Officers:

(A) Minutes of Committee of the Whole – Public Safety, Finance & Personnel of
September 28, 2020; as presented.

(9) Unfinished Business:

(A) Ord. #492H – 2nd Reading: An Ordinance Authorizing the Sale of a Municipal
Parking Lot. (Former Manley Lot) Tabled August 3, 2020.

(B) Ord. #505H – 2nd Reading: An Ordinance Authorizing the Acquisition of
Property for the Logan Avenue Right of Way Expansion.

(10) New Business:

(A) Ord. #506H -1st Reading: An Ordinance Repealing Section 15-25 of the
Belvidere Municipal Code.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of September 28, 2020.

Motions of Public Safety – Chairman Brereton:

- (A) Motion to approve to spend the \$1,500.00 donation from Gordon and Linda Neese on the patrol rehabilitation project.
- (B) Motion to approve accepting the \$50,000.00 donation to assist in the purchase of body worn cameras for the Belvidere Police Department.

Motions of Finance & Personnel – Chairman Ratcliffe:

- (C) Motion to approve the fiscal year ending April 30, 2020, audit as presented by Sikich.
- (D) Motion to proceed with a contract with Gordon Flesch for copiers and printers.

Motion of Building, Planning & Zoning – Chairman Porter:

- (E) Motion to approve the low bid from Slayton Construction in the amount of \$11,000.00 for replacement windows at 1000 Nettie Street. This work will be paid from the Illinois Housing Grant.

Motions of Public Works – Chairman Freeman:

- (F) Motion to approve the proposal from Morse Electric, in the amount of \$12,126.00, for installation of a separate electrical circuit with a compact generator and automatic transfer switch for the Water Department SCADA System. This work will be paid for from the Water Department line item #61-5-810-6000.

(11) Adjournment:

State of Illinois) SS
Belvidere, Illinois)

BELVIDERE CITY COUNCIL
REGULAR MEETING
MINUTES

Date: September 21, 2020

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois
at 7:15 p.m.

Call to order by Mayor Chamberlain.

(1) Roll Call: Present: D. Arevalo, R. Brereton, M. Fleury, W. Frank, M. Freeman (by
teleconference), M. McGee, T. Porter, T. Ratcliffe (by teleconference), D.
Snow (by teleconference), and C. Stevens.

Absent: None.

Other staff members in attendance:

Budget and Finance Director Becky Tobin, Public Works Director Brent Anderson, Fire
Chief Al Hyser, Police Chief Shane Woody, Director of Buildings Kip Countryman,
Community Development Planner Gina DelRose, City Attorney Mike Drella and City
Clerk Sarah Turnipseed.

(2) Pledge of Allegiance:

Invocation:

(3) Public Comment:

(A) Justin Lynch spoke on a traffic stop by the Boone County Sheriff's Department.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of
September 8, 2020; as presented.

Motion by Ald. Snow, 2nd by Ald. Arevalo to approve the minutes of the regular meeting
of the Belvidere City Council of September 8, 2020. Roll Call Vote: 9/0/1 in favor.

Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Ratcliffe, Snow and Stevens.

Nays: None. Abstain: Porter. Motion carried.

(5) Public Hearing: None.

(6) Special Messages and Proclamations:

(A) Report of Growth Dimensions by Executive Director Pam Lopez-Fettes.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$3,310,017.22
Water & Sewer Fund Expenditures: \$ 507,451.83

Motion by Ald. Arevalo, 2nd by Ald. Porter to approve the General & Special Fund Expenditures in the amount of \$3,310,017.22. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

Motion by Ald. Snow, 2nd by Ald. Porter to approve the Water & Sewer Fund Expenditures in the amount of \$507,451.83. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime for August 2020.
- (B) Monthly Report of Belvidere Fire Department Overtime for August 2020.
- (C) Monthly Report of Community Development Department/Planning Department for August 2020.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits and Case Reports for August 2020.
- (E) Monthly General Fund Report for August 2020.
- (F) Monthly Water/Sewer Fund Report August 2020.
- (G) Monthly Financial Report for August 2020.
- (H) Monthly CD Investments for August 2020.

Let the record show these reports were placed on file.

(I) Budget Update Report.

Budget and Finance Director Becky Tobin Presented Budget Update Report.

(J) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 14, 2020.

Motion by Ald. Porter, 2nd by Ald. Arevalo to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of September 14, 2020. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Fleury. Nays: None. Motion carried.

(9) Unfinished Business:

- (A) Ord. #492H – 2nd Reading: An Ordinance Authorizing the Sale of a Municipal Parking Lot. (Former Manley lot) Tabled August 3, 2020.

City Attorney Mike Drella gave an update on Sale of Municipal Parking Lot.

(10) New Business:

- (A) Ordinance #505H – 1st Reading: An Ordinance Authorizing the Acquisition of Property for the Logan Avenue Right of Way Expansion.

Let the record show that Ordinance #505H was placed on file for first reading.

- (B) Resolution #2020-2020 – A Resolution Approving the Bylaws of the Rock River Watershed Group.

Motion by Ald. Arevalo, 2nd by Ald. Fleury to adopt Resolution #2020-2020. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury and Frank. Nays: None. Motion carried.

- (C) Resolution #2021-2020 – A Resolution in Support of a Pedestrian and Bike Path Connection Between the City of Belvidere and the Village of Poplar Grove.

Motion by Ald. Porter, 2nd by Ald. Fleury to adopt Resolution #2021-2020. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of September 14, 2020.

- (A) Motion to approve the recommendations by the Historic Preservation Commission for the Downtown Façade Grant Improvements in an amount not-to-exceed \$17,652.00. Roll Call Vote: 10/0 in favor. Ayes: Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman and McGee. Nays: None. Motion carried.

- (B) Motion to approve the engineering services work order from Baxter & Woodman, in an amount not-to-exceed \$9,900.00, to complete the WWTP Fiscal Sustainability Plan. This work will be paid for from the Sewer Department Line Item #61-5-820-6190. Roll Call Vote: 10/0 in favor. Ayes: Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee and Porter. Nays: None. Motion carried.

(C) Motion to approve the low bid from Williams Brothers Construction, Inc. in the amount of \$3,740,000.00, to complete the 2018 WWTP Improvement Project, contingent on the IEPA Loan offer. This work will be paid for from the proceeds of the IEPA Loan. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Snow, Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter and Ratcliffe. Nays: None. Motion carried.

(D) Motion to approve the low bid from Northern Illinois Service Company, in the amount of \$11,473.00 for the demolition of 407 West Madison Street. This work will be paid for from grant funds. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Stevens, Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe and Snow. Nays: None. Motion carried.

(E) Motion to appoint Carl Gnewuch as Chairman of the Planning and Zoning Commission. Roll Call Vote: 10/0 in favor. Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(11) Adjournment:

Motion by Ald. Porter, 2nd by Ald. Arevalo to adjourn meeting at 7:46 p.m. Aye voice vote carried. Motion carried.

Mayor

Attest: _____
City Clerk

Minutes
Committee of the Whole
Public Safety and Finance and Personnel
September 28, 2020
6:00 p.m.

Call to Order – Mayor Mike Chamberlain:

Aldermen Present:

D. Arevalo,
R. Brereton,
M. Fleury,
W. Frank,
M. Freeman (by Teleconference),
M. McGee,
T. Porter,
T. Ratcliffe (by Teleconference),
D. Snow (by Teleconference),
C. Stevens.

Alderman Absent: None.

Department Heads and City Personnel in Attendance:

Budget and Finance Director Becky Tobin, Public Works Director Brent Anderson,
Director of Buildings Kip Countryman, Deputy Chief Matt Wallace, Fire Chief Al Hyser,
City Attorney Mike Drella and City Clerk Sarah Turnipseed.

Public Comment: By unanimous consent item was moved after Agenda Item 2. (A).

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

1. Public Safety, Unfinished Business: None.

2. Public Safety, New Business:

(A) Belvidere Fire Department – Lifesaving Recognition.

Fire Chief Al Hyser and Captain David Burdick presented a Distinguish Service Metal to Firefighter Daniel Drall and a Lifesaving Metal to Firefighter Travis Tangye for recognition of their lifesaving efforts on August 15, 2020.

Public Comment:

- 1) Andy Racz announced he has tickets for sale for the “Autumn is in the Air Fundraiser” benefitting the Boone County Council on Aging.
- 2) Clint Morris, spoke as an Opponent on Residential Development Incentives.
- 3) Mayor Chamberlain read a letter from Dennis Sweeney, Home Builders Association of the Greater Rockford Area – Proponent on Residential Development Incentives.
- 4) Neeley Erickson, Belvidere Board of Realtors, spoke as a Proponent on Residential Development Incentives.

(B) Belvidere Police Department – Gordon Neese \$1,500 Donation.

Motion by Ald. Frank, 2nd by Ald. Porter to approve to spend the \$1,500 donation from Gordon and Linda Neese on the patrol rehabilitation project. Roll Call Vote: 10/0 in favor. Ayes: Arevalo, Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow and Stevens. Nays: None. Motion carried.

(C) Belvidere Police Department - \$50,000 Donation for Body Worn Cameras.

Motion by Ald. Stevens, 2nd by Ald. Porter to approve accepting the \$50,000.00 donation to assist in the purchase of body worn cameras for the Belvidere Police Department. Roll Call Vote: 10/0 in favor. Ayes: Brereton, Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens and Arevalo. Nays: None. Motion carried.

3. Finance & Personnel, Unfinished Business: None.

4. Finance & Personnel, New Business:

(A) Sikich Audit Review.

Sikich Audit Presentation by Frederick Lantz. Motion by Ald. Arevalo, 2nd by Ald. Fleury to approve the fiscal year ending April 30, 2020, audit as presented by Sikich. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Fleury, Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo and Brereton. Nays: None. Motion carried.

(B) Copier/Printer Contract – RFP’s

Motion by Ald. Stevens, 2nd by Ald. Frank to proceed with a contract with Gordon Flesch for copiers and printers. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Frank, Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton and Fleury. Nays: None. Motion carried.

5. Other:

(A) Greenview Estates – Online Billing/Payments.

Mayor Chamberlain reported the matter concerning Online Billing/ Payments has been resolved.

(B) 1000 Nettie Street – Window Replacement.

Motion by Ald. Arevalo, 2nd by Ald. Stevens to approve the low bid from Slayton Construction in the amount of \$11,000.00 for replacement windows at 1000 Nettie Street. This work will be paid for from the Illinois Housing Grant. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: Freeman, McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury and Frank.

(C) Municipal Parking Lot (Former Manley Lot) -Option to Purchase.

City Attorney Mike Drella reported on Contract for Sale of Municipal Parking Lot and Option to Purchase Agreement.

(D) Public Works – Water System SCADA Generator.

Motion by Ald. Stevens, 2nd by Ald. Porter to approve the proposal from Morse Electric, in the amount of \$12,126.00, for installation of a separate electrical circuit with a compact generator and automatic transfer switch for the Water Department SCADA System. This work will be paid for from the water department line item #61-5-810-6000. Discussion took place. Roll Call Vote: 10/0 in favor. Ayes: McGee, Porter, Ratcliffe, Snow, Stevens, Arevalo, Brereton, Fleury, Frank and Freeman. Nays: None. Motion carried.

(E) Residential Development Incentives.

Discussion took place. Motion by Ald. Snow, 2nd by Ald. Arevalo to forward an Ordinance Repealing Section 15-25 of the Belvidere Municipal Code to City Council. Further Discussion took place. Roll Call Vote: 6/5 in favor. Ayes: Ratcliffe, Snow, Arevalo, Fleury, Frank and Mayor Chamberlain. Nays: Porter, Stevens, Brereton, Freeman and McGee. Motion carried.

Discussion took place concerning an Ordinance Authorizing A Development Agreement with Respect to the Riverbend West Townhomes Association Subdivision. Motion by Ald. Arevalo, 2nd by Ald. Fleury to forward an Ordinance Authorizing A Development Agreement with Respect to the Riverbend West Townhomes Association Subdivision to City Council. Further discussion took place. Roll Call Vote: 2/8 in favor. Ayes: Ratcliffe and Arevalo. Nays: Snow, Stevens, Brereton, Fleury, Frank, Freeman, McGee and Porter. Motion lost.

Further Discussion took place concerning Residential Development Incentives. Motion by Ald. Snow, 2nd by Ald. Arevalo to reduce in half all single family, duplexes, townhomes and multi-family units new construction building permit fees for 3 years plus ending January 1, 2024. Roll Call Vote: 4/6 in favor. Ayes: Arevalo, Fleury, Ratcliffe and Snow. Nays: Stevens, Brereton, Frank, Freeman, McGee and Porter. Motion lost.

Motion by Ald. Arevalo, 2nd by Ald. Porter. to adjourn meeting at 8:00p.m. Aye voice vote carried. Motion carried.

_____ Mayor

Attest: _____ City Clerk

ORDINANCE #492H

AN ORDINANCE AUTHORIZING THE SALE OF
A MUNICIPAL PARKING LOT

WHEREAS, the City of Belvidere (the City) owns a municipal parking lot, commonly known as parking lot 11, located between South State Street, West 1st Street, Garfield Ave. and West 2nd Street in Belvidere, IL (the Property); and

WHEREAS, The Community Building Complex Committee of Boone County (the Complex Committee) is a unit of local government created by the statutes of the State of Illinois; and

WHEREAS, the Complex Committee desires to purchase the Property and agrees to preserve the Property for public parking and special events in the future; and

WHEREAS, the Complex Committee and the City desire to also enter into an easement agreement preserving the use of the Property for public parking and special event uses; and

WHEREAS, the City is a home rule unit of government within the meaning of Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize the City of Belvidere and the Complex Committee to enter into agreements, including, but not limited to, an agreement to sell or transfer real estate for public purposes; and

WHEREAS, the City has obtained a written appraisal by a certified real estate appraiser indicating that the purchase price set forth in the attached Contract for Sale of Parking Lot of \$400,000.00 is equal to or greater than the written appraisal.

NOW THEREFORE IT IS ORDAINED by the MAYOR and CITY COUNCIL of the City of Belvidere, Boone County Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein as if fully set forth.

SECTION 2: For purposes of this Ordinance, and the approval of the Contract and for the sale of the Property, Division 76, of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.) shall not apply to this Ordinance or the Contract and are expressly abrogated and waived pursuant to the City's home rule authority.

SECTION 3: The Mayor, or his designee, is authorized and directed to execute, the attached Contract for the sale of the Property as well as the attached Easement Agreement and the attached Option to Purchase with the Complex Committee. Further, the Mayor, or his designee,

and the City Clerk, or her designee, are authorized to execute and attest any documents necessary to facilitate and accomplish the sale of the Property pursuant to the terms of the Contract.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor. The City Council finds that immediate approval is essential to obtain favorable sale and purchase terms.

Ayes:

Nays:

Absent:

APPROVED:

Mayor Michael W. Chamberlain

(SEAL)

ATTEST: _____
Clerk Sarah Turnipseed

Passed:

Approved:

Published:

**CONTRACT FOR SALE
OF PARKING LOT,
BELVIDERE, ILLINOIS**

Seller's Attorney: Michael S. Drella Buyer's Attorney: Natalie Hyser Barber

1. To: (Seller) The City of Belvidere, 401 Whitney Boulevard, Belvidere, Illinois 61008
Phone: 815/544-2612, of Boone County, Illinois

2. The Undersigned (BUYER) the Community Building Complex Committee of Boone County
Phone: 815-547-3928 or 111 West First Street Belvidere, Illinois

3. Offers to purchase the following described real estate (the Property) situated in Boone County, Illinois, commonly known as: 621 South State Street, Belvidere, Illinois and legally described as:

Short Legal:

Currently improved with a municipal parking lot.

4. And to pay you therefore \$ 400,000.00 payable \$0.00 of purchase price as earnest money to be applied to the purchase price and the balance payable as follows:

A. Cash at time of closing.

5. **CONDITIONS & FURTHER CONSIDERATION**

- a) As additional consideration for this Agreement, Buyer agrees to preserve the entire Property, so long as Buyer owns the Property, as a public parking lot permitting free parking by the general public at all times. Buyer shall bear the sole cost of all maintenance and liability associated with the Property with the exception of snow plowing. Seller agrees to provide snow plowing service for the Property on the same basis that it plows other City owned parking lots. Buyer shall indemnify, defend and hold the Seller harmless from all liability, including but not limited to property damage, bodily injury and death associated with the Property and the maintenance of the Property and shall cause Seller to be added as an additional insured to Buyer's liability insurance policy.
- b) Seller shall be permitted to utilize the property, free of charge, for public events and festivals. Seller shall provide Buyer not less than ten (10) days' notice of such a public event or festival and shall cause the Buyer to be named as an additional insured on Seller's general liability policy for purposes of the festival or event.
- c) This Agreement shall survive to closing and shall not merge with the Deed. Further, the parties agree that this Agreement is contingent upon the parties entering into the mutually agreeable Easement Agreement, attached hereto as Exhibit A, memorializing the terms of these Conditions and Contingencies. The Parties will execute the Easement

Agreement as part of the closing on this Agreement. If the Parties do not enter into the Easement Agreement, Seller may declare this Agreement null and void or, in the event closing has already occurred, title shall revert to Seller and Seller shall reimburse Buyer the purchase price.

6. Except as otherwise provided herein, if any contingency cannot be carried out, this Contact shall become void and earnest money shall be returned to Buyer.

7. This transaction shall be closed within thirty (30) days of receipt of a fully executed Agreement by Buyer, and Seller shall deliver possession at time of closing. Closing shall occur in the office of the Title company. Each party will bear the fees customarily charged to that party.

8. All prorations including rents, utilities, water, fuel oil, sanitary fees, any applicable association fees, and any annual association assessments, shall be made as of closing with annual association assessments based on the latest available information. Prorations will be made on a 365 days basis. Existing leases and security deposits, if any, shall be assigned to the Buyer at closing. All special assessments confirmed by a court prior to closing shall be paid by Seller at time of closing. The parties acknowledge that there shall be no prorations on this transaction as the property has been tax exempt as municipal property.

9. Seller warrants that Seller owns and hereby sells all fixtures and equipment on and attached to the premises. All such fixtures and equipment are sold in "as is condition".

10. Seller warrants there are no rented fixtures or equipment unless stated herein: NA

11. Buyer shall have the right to inspect the premises within 48 hours prior to closing to determine that premises are in same condition as date of acceptance of Contract, ordinary wear and tear excepted.

12. Buyer may at his/her expense furnish a certified boundary or ALTA survey prepared by a licensed Illinois land surveyor disclosing the location of surface improvements including, but not limited to, buildings, parking lots and fences, which survey shall demonstrate the absence of any encroachments.

13. Buyer may obtain a current title insurance commitment issued by a Title company licensed to operate in Illinois (the Title company) in the amount of the purchase price, and a final policy thereafter, showing merchantable title subject only to the following permitted exceptions: a) all taxes and special assessments confirmed prior to closing; b) building and building line, use and occupancy restrictions, conditions and covenants of record; c) zoning laws and ordinances; d) easements for the use of public utilities; 3) roads and highways; f) drainage ditches, feeders and laterals. None of the foregoing exceptions shall be considered permitted exceptions if they are violated by the existing improvements or present use of the premises or if they materially restrict the reasonable use of the property. Seller shall cooperate in as necessary in procuring the title insurance. The cost of the title insurance shall be split equally by the Parties. Buyers attorney will order the title, and the closing shall occur at NLT Belvidere.

14. If Seller cannot deliver merchantable title to Buyer at closing subject only to the permitted exceptions this Contract, at Buyer's option, shall be void and earnest money shall be returned to Buyer.

15. If prior to delivery of deed or agreement for deed the improvements on the premises shall be destroyed or materially damaged by fire or other casualty, Buyer shall have the option of declaring this Contract null and void and receiving a refund of the earnest money paid, or of accepting the premises as damaged or destroyed, together with the proceeds of any insurance payable as a result of the destruction or damage, which proceeds Seller agrees to assign to Buyer.

16. Should Buyer fail to perform this Contract promptly at the time in the manner herein specified, the earnest money shall, at the option of Seller be forfeited by Buyer as liquidated damages, and this Contract shall become and be null and void, and Seller shall then have the right to possession of the premises. Disbursement of the earnest money after forfeiture shall be governed by applicable Illinois License Law or such other written direction as the Buyer and Seller may have given the holder of the earnest money. Time is of the essence of this Contract, and of all the terms and conditions hereof. In the event Seller does not elect to accept forfeiture of earnest money, Seller shall be entitled to exercise all other legal remedies available to Seller under Illinois law other than recovery of money damages.
17. At closing, Seller shall convey merchantable title to the property, subject to permitted exceptions, to Buyer or whomever Buyer may direct by stamped recordable warranty deed or such other appropriate deed or agreement for deed as required. At the same time, the remainder of the purchase price or any further part of it then due shall be paid and all documents relative to the transaction shall be signed and delivered.
18. The parties agree to comply with the following federal or state acts when applicable:
- A. Federal Real Estate Settlement Procedures Act. (RESPA).
 - B. Illinois Real Estate Transfer Tax Act with Seller to pay all transfer taxes due at closing.
19. For purposes of execution of this Contract and providing subsequent notices and contingency removals hereto, any signed document transmitted by FAX machine or electronic mail shall be treated as an original document.
20. Buyer agrees to purchase the Property and all fixtures and mechanical equipment, including but not limited to, heating equipment, water softener and air conditioning. In "as is condition". Seller makes no warranty with respect to the Property or fixtures or mechanicals and specifically disclaims all warranties, including but not limited to any implied warranty of merchantability (with respect to mechanicals and fixtures) or liability. Buyer acknowledges that Buyer had occasion to inspect the Property prior to execution of this agreement.
21. Buyer agrees that no part of the Property shall be used for any adult use. As such, the following shall be inserted as Deed Restrictions: "No sexually-oriented business will operate on the Property, including, but not limited to, adult arcades, bookstores, video stores, cabaret, motels, motion picture theaters, theaters, etc".
22. Seller and Buyer represent and warrant from each other that neither party has engaged, contracted with and are not represented by any real estate agent or broker and no commission is due any party arising out of this transaction.
23. **CITY AGREEMENT APPROVAL CONTINGENCY:**
Upon execution by both the City and Seller, the City shall present the agreement to the City of Belvidere City Council. The Agreement is contingent upon the adoption of the Ordinance or Resolution by the City Council of the City of Belvidere approving this Agreement and authorizing the execution of this Agreement by the Mayor. If such approval is not granted, then this Agreement shall be deemed null and void as if never executed. If the Agreement is approved by the City Council, this Agreement shall continue in full force and effect. The date the Ordinance approving the Agreement becomes effective shall be the Effective Date of this Agreement. If the Agreement is so authorized prior to execution, the Effective Date shall be the date Agreement is executed by the city.
24. This document represents the entire agreement and shall be binding upon the parties, their heirs, successors and assigns.

NOTICE TO PARTIES

BY THE SIGNING OF THIS CONTRACT, YOU ARE ENTERING INTO A BINDING LEGAL AGREEMENT. ANY REPRESENTATION UPON WHICH YOU RELY SHOULD BE INCLUDED IN THIS AGREEMENT. NO ORAL REPRESENTATION WILL BE BINDING UPON OR AN OBLIGATION OF THE SELLER OR BUYER.

Dated this _____

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the day and year first written above.

SELLER:

CITY OF BELVIDERE, a municipal corporation

By: _____

Michael W. Chamberlain, Mayor

PURCHASER: The Community Building Complex Committee of Boone County

By: _____

Its: _____

Prepared By & Return To:
Michael Drella, City Attorney
City of Belvidere
401 Whitney Blvd.
Belvidere, IL 61008
(815)544-2612

EASEMENT AGREEMENT – PUBLIC PARKING FESTIVALS

THIS INDENTURE WITNESSETH, that

WHEREAS, the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois, agreed to sell certain property (the Property) legally described below to the (the Grantor), and;

WHEREAS, the Property is currently utilized as a public parking lot open to the general public free of charge as well as an area for periodic public events; and,

WHEREAS, the City and Grantor agree that the Property should continue to be used as free public parking as well as a space for City sponsored or approved public events;

NOW THEREFORE, in consideration of One Dollar, the sale of the Property to Grantor and other valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, conditions and agreements herein contained, the Grantor, does hereby give, grant and convey to the City of Belvidere an easement, privilege, right and authority on, under and over the Property to allow the public to use the below described Property as a space for free public parking and City sponsored or approved events.

PROPERTY DESCRIBED AS:

Lots 1, 2, 3, 4, 5, 6, 7, 9 and the East 38 feet of Lot 8 and the North 38.5 feet of the West 60 feet of Lot 10, all in Block 5 of Cohoon and Allen's Addition to the Town, now City of Belvidere, as recorded in Book O of Deeds, at page 524 in the Boone County Recorder's Office; situated in the County of Boone and State of Illinois.

PIN 05-36-103-011

In consideration of the grant of the easement on, over and under the Property herein contained, the City of Belvidere and the Grantor(s) agree as follows:

1. The foregoing recitals are incorporated herein by this reference.
2. For the duration of this Easement the Property shall be used as a lot for free public parking and for City sponsored or approved public events. While the Grantor and City may jointly use the Property, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Property are expressly prohibited, unless otherwise mutually agreed upon by the Grantor and City:
 - a. The erection or construction of any permanent structure or improvements of any kind on the Property which may interfere with the above identified uses;
 - b. The planting or installation of any trees or other plants or other landscape features inconsistent with the purposes of this Easement;
 - c. The dumping, placing or storing of trash, equipment, appliances, household or office items, grass clippings and other landscape waste, or other waste material;

Grantor and the City covenant and agree that Grantor and the City will not commit any of the above activities or use of the Property or knowingly permit any of such activities to occur. Grantor and the City agree to use reasonable best efforts to prevent any of the above activities or uses from being committed by any third party and to take reasonable measures to mitigate any damage to the Property that impairs or threatens to impair the purpose of this Easement.

3. The City shall not be liable or responsible for any damage to any structure placed on, over or in the Property by Grantor or any of its employees.
4. So long as the Property is preserved for use as a free public parking lot under this Agreement, the City shall provide snow plowing service for the Property on the same basis that it plows other City owned parking lots. Grantor shall indemnify, defend and hold the City, its officials, officers, agents and employees harmless from all liability, including but not limited to property damage, bodily injury and death associated with the Property and the maintenance of the Property, excepting any such matters arising solely from the negligence of the City, its officials, officers, agents and employees. These indemnities shall not limit or circumvent the Illinois Governmental and Governmental Employee Tort Immunity Act and either party may utilize the protection of that Act to the fullest extent permitted by law. Grantor shall add the City as an additional insured to Grantor's liability insurance policy. Grantor shall be solely responsible for the cost of any other maintenance of the Property or improvements to the Property. Grantor shall also be solely responsible for all utility and other costs associated with the Property. Grantor shall maintain the Property in a condition suitable to be safely used by the Public as a paved parking lot.

5. The City may also use the Property, free of charge, for public events and festivals. The City shall provide Grantor not less than ten (10) days' notice of any public event or festival utilizing the Property.
6. Grantor reserves all rights accruing from the ownership of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, including the right to use the Property as a public parking lot.
7. Nothing contained in this Easement shall be construed to entitle the City to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
8. Nothing contained in this Easement shall be construed as giving rise, in the absence of judicial decree, to any right or ability in the City to exercise physical or managerial control over day-to-day operations of the Property or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property.
9. This Easement is not assignable or transferrable by the City, unless approved in writing by Grantor.
10. This Easement may be amended or modified from time to time only by written instrument signed by Grantor and Grantee and recorded in the office of the recorder of Boone County, Illinois.
11. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto. Notwithstanding the foregoing, this Easement Agreement shall terminate upon any future sale of the Property by Grantor to a third party that is in no way affiliated with Grantor. For purposes of this Agreement, such an entity shall be deemed affiliated with Grantor if the relationship between them is one in which one of the them is a subsidiary of the other, or both are subsidiaries of the same entity or if fifty percent (50%) or more of the voting shares, board of directors, members and/or public officials of one are also holders of the voting shares, board of directors, members and/or public officials of the other.
12. The laws of the State of Illinois shall govern the interpretation and performance of this Easement.
13. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Each party hereto affirms that it has consulted with legal counsel regarding the provisions of this Easement and that it has participated equally with the other

party in the drafting of this Easement.

- 14. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 15. This instrument, including all Recitals, which are incorporated herein by reference, sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 16. Nothing contained herein will result in a forfeiture or reversion of Grantor's title to the Property in any respect.
- 17. Grantor and any persons executing this instrument on behalf of Grantor represent and warrant that Grantor is the owner in fee simple of the Property, Grantor is fully authorized and empowered to execute and deliver this instrument, and there is no lien encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all Grantor's obligations hereunder.
- 18. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any part who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, the grantor has hereunto set her hands this _____ day of _____, 20____.

By: Community Building Complex Committee of Boone County

By: _____

Its: _____.

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this ____ day of _____, 20____.

Notary Public

(SEAL)

My Commission Expires _____, 20__.

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this ____ day of _____, 20__.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

J:\Legal\Public Works\Community, Building, Parking, Lot, Easement, revised.doc

OPTION TO PURCHASE

The undersigned Community Building Complex Committee of Boone County (hereinafter "Optionor") hereby grants to the City of Belvidere, a municipal corporation located in the County of Boone and State of Illinois (hereinafter "Optionee") the option to purchase the following legally described property:

Lots 1, 2, 3, 4, 5, 6, 7, 9 and the East 38 feet of Lot 8 and the North 38.5 feet of the West 60 feet of Lot 10, all in Block 5 of Cohoon and Allen's Addition to the Town, now City of Belvidere, as recorded in Book O of Deeds, at page 524 in the Boone County Recorder's Office; situated in the County of Boone and State of Illinois.

PIN 05-36-103-011

(hereinafter the "Property") under the following terms and conditions:

1. Optionor hereby, for itself, heirs, successors, administrators, executors and assigns agrees to grant an exclusive and irrevocable option to purchase the Property upon Optionor's decision to sell, convey or transfer title to the Property, or upon Optionor's dissolving.
2. Optionee shall have thirty (30) days to exercise its Option to Purchase from the date Optionor notifies Optionee of the decision to sell or otherwise convey the Property. The sale price for the Property shall be \$400,000.00.
3. If Optionee fails to exercise its Option to Purchase within the time limit specified, then this Option shall terminate and the Optionor or its successors in interest shall be free to sell the Property to a third party.
4. Title to the Property shall be conveyed free and clear of all encumbrances,
 - a. Except for the following reservations and exceptions:
 - (i) All taxes and special assessments levied or confirmed;
 - (ii) the building and building lines, use and occupancy restrictions, conditions and covenants of record;
 - (iii) easements for the use of public utilities;
 - (iv) drainage ditches, feeders and laterals, if any; and
 - (v) any exceptions to title or liens attributable to Optionee.

5. Closing shall occur within forty-five (45) days of the exercise of the Option.
6. Optionor shall furnish, at Optionor's expense, a preliminary title insurance commitment in the amount of the purchase price and will provide all customary closing documents normally provided by a seller in real estate transactions at Optionor's expense.
7. This Option shall not be assignable by Optionee without Optionor's written consent.
8. a. Optionor hereby covenants and agrees that during the term of this Agreement Optionor shall not commit, approve, consent to or permit any Unpermitted Transfer (as herein defined) without the prior written consent of Optionee. Any Unpermitted Transfer which is effected without the prior written consent of Optionee shall be void, invalid and of no force or effect against Optionee or Optionee's rights hereunder in the Property. As used herein, an "Unpermitted Transfer" shall mean any of the following:
 - (i) any lease affecting all or any portion of the Property, unless such lease shall be terminable at Optionee's election upon Optionee's acquisition of the Property;
 - (ii) any grant, sale, transfer or other conveyance of all or any portion of or interest in the Property unless the deed or other instrument of conveyance expressly states that the grantee or transferee and its heirs, representatives, successors and assigns takes subject to the interest of Optionee hereunder;
 - (iii) any mortgage, lien or other encumbrance of all or any portion of the Property, unless such mortgage, lien or encumbrance expressly states, without reservation, that it is in all respects subordinate and subject to the interest of Optionee hereunder;
 - (iv) any contract or other agreement pursuant to which any party may obtain lien rights affecting all or any portion of the Property;
 - (v) any zoning changes, annexation or subdivision of all or any portion of the Property; or
 - (vi) any other act or omission affecting the Property which would diminish or otherwise adversely affect Optionee's interest under the option agreement or which might prevent Optionor's full performance of its obligations hereunder or under the contract.
- b. Optionor hereby covenants and agrees that, during the term of this Agreement, that:
 - (i) Optionor shall maintain the Property free from waste and neglect and in good order and repair and keep and perform all obligations of the owner of the Property under applicable federal, state, county and municipal laws, ordinances, regulations and directives; and

- (ii) Optionor shall maintain or cause to be maintained comprehensive public liability and casualty insurance on and with respect to the Property, by insurers and in forms and amounts and covering the risk reasonably satisfactory to Optionee (but in no event shall the coverages or amounts of the insurance to be maintained hereunder be less than those customarily maintained by prudent owners of property similar to the Property).

9. The covenants and agreements of Optionor under this Agreement are intended to be and shall be covenants running with the land with respect to the Property and shall be binding upon Optionor and Optionor's heirs, representatives, successors and assigns. This Agreement and the contract to be entered into pursuant hereto shall be specifically enforceable by Optionee and by Optionee's heirs, representatives, successors and assigns.

11. Any notice or other communication required or desired to be given hereunder shall be in writing and shall be given by personal delivery with a receipt requested, by overnight courier service or by United States mail, postage prepaid, certified or registered mail, return receipt requested; and addressed to the parties as follows, or as may be otherwise designated in writing; and shall be deemed given/delivered as follows: (a) if by personal delivery, upon actual receipt; (b) if by overnight courier one (1) business day after so sending; or (c) if mailed, two (2) business days after mailing as aforesaid:

If to Optionee: _____

With Copy to: _____

If to Optionor: _____

With Copy to: Natalie Hyser Barber - Tobin & Ramon
530 South State St., Suite 200, Belvidere, Illinois 61008
Natalie@tobinramon.com

12. The parties hereby agree that a fully executed and acknowledged memorandum of the Agreement in the form attached hereto and incorporated herein by reference as Exhibit A shall be executed by Optionee and Optionor and recorded by Optionee at Optionee's sole expense. In the event this Agreement shall expire or terminate and Optionee shall not have acquired the Property pursuant hereto, Optionee shall execute, acknowledge and deliver to Optionor a recordable Quitclaim Deed to the Property or any other instrument reasonably requested by Optionor for the release of said memorandum and otherwise indicating the termination of Optionee's rights hereunder and with respect to the Property.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 20____.

OPTIONOR:

Community Building Complex Committee of Boone County

By: _____

Its: _____

I, _____, A Notary Public in and for said County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal this _____ day of _____, 20____.

Notary Public

(SEAL)

My Commission Expires _____, 20____.

OPTIONEE:

The City of Belvidere has caused its name to be hereto subscribed and its corporate seal affixed by its proper officers thereunto authorized, this _____ day of _____, 20____.

City of Belvidere

By: _____
Mayor

ATTEST:

Clerk

Document Prepared By:
Natalie Hyser Barber - Tobin & Ramon
530 South State St., Suite 200
Belvidere, Illinois 61008

Ordinance #506H
AN ORDINANCE REPEALING
SECTION 15-25 OF THE
BELVIDERE MUNICIPAL CODE

WHEREAS, The City of Belvidere previously adopted Ordinance 607G setting certain impact fees (the City Impact Fees) to be charged by the City of Belvidere when new territory is annexed to the City of Belvidere; and

WHEREAS, the City Impact Fees were designed to offset the first-year cost of new development upon the operations of City departments; and

WHEREAS, at the time the City Impact Fees were adopted, the City was experiencing unprecedented growth which strained City services; and

WHEREAS, growth within the City of Belvidere has stagnated over the last decade eliminating the necessity for the City Impact Fees and the Corporate Authorities desire to spur controlled growth by ensuring a cost-effective building environment for previously platted lots within the City.

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein by this reference.

SECTION 2: Section 15-25 of the City of Belvidere Municipal Code, Annexation Impact Fees, of the City of Belvidere Municipal Code is hereby repealed. The City shall not collect any future City Impact Fees, pursuant to Section 15-25, for previously annexed vacant lots.

SECTION 3: Section 15-25 of the City of Belvidere Municipal Code is reserved.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be effective upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes:

Nays:

Absent:

Passed:

Approved:

Mayor Michael W. Chamberlain

ATTEST: _____
City Clerk

(SEAL)

J:\Draft Ordinances\CITY IMPACT FEE REPEAL.doc

Window World

WINDO
PATI

LIFETIME LIMITED WARRANTY

WITH TRANSFERABILITY PROVISIONS

Suggested Cleaning of Window World Vinyl Windows

Glass:

Clean glass with a mixture of mild dish soap and water. Rinse completely with clear water, then wipe dry with a soft cloth to avoid water spots. Avoid washing windows and patio doors in direct sunlight. Never use petroleum-based cleaners or caustic chemicals on the glass.

Vinyl Sashes and Mainframes:

Vacuum dirt from sill and track areas before washing. Clean vinyl with a mixture of mild dish soap and water. Mild, non-abrasive soaps are usually safest for most dirt and stain removal. Always rinse completely with clean water and wipe dry.

Screens:

Remove from window, then wash on a flat, clean surface with mild soap and water and a soft brush. Rinse, wipe dry and then reinstall.

HIGH CONCENTRATION CLEANERS MAY CAUSE DAMAGE TO THE WINDOW'S GLASS AND VINYL. DO NOT USE SOLVENTS, PAINT REMOVERS, OR CLEANERS CONTAINING ABRASIVE PARTICLES.

This cleaning information is suggested in an effort to be of assistance; however, Manufacturer can assume no responsibility for results obtained which are dependent on the solution chemicals as prepared and method of application.

Issued To:

Original Purchaser - Present Property Owner

Property Address

City

State

Zip

Phone

Date of Window Installation



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LIF
LIMITED

LIFETIME LIMITED WARRANTY WITH TRANSFERABILITY PROVISIONS

Associated Materials Incorporated ("AMI"), the Manufacturer of Window World Windows, makes available this Lifetime Limited Warranty to the Original Purchaser - Present Property Owner. Under conditions of normal use and service, and subject to the terms and conditions specified below, AMI warrants the Window World Windows and/or Patio Doors against specified defects in material and workmanship occurring as a direct result of the manufacturing process. This Warranty shall commence from the date of installation and will last for as long as the Property Owner owns and lives in the property at the stated property address.

Lifetime Limited Warranty - Vinyl Sash Frame and Vinyl Mainframe

For as long as the Original Purchaser - Present Property Owner shall own and live in the property, the rigidized vinyl in the window / patio door sash frames and in the window / patio door mainframe of the basic window unit will be warranted against cracking, peeling, flaking, blistering, warping or corroding.

Lifetime Limited Warranty - Moving Parts of the Basic Window Unit

The moving parts of the basic window unit, consisting of balances to raise and lower the window sash or the wheels to slide the sash, and locking mechanism to secure the window or patio door sash, are all warranted for as long as the Original Purchaser - Present Property Owner shall own and live in the property.

Lifetime Limited Warranty - Insulating Glass Unit

The hermetically sealed insulated glass unit of the Window World Window / Patio Door is warranted for as long as the Original Property Owner shall own and live in the property from date of window installation against development of material obstruction of vision occurring from manufacturing defects, resulting from film formation or dust collection between the interior glass surfaces, caused by failure of the hermetic seal, under conditions of normal use and service. This Warranty does not cover breakage of glass or torn screens.

Lifetime Limited Warranty - Fiberglass Screening and Screen Frame

The fiberglass screening material used in the window / patio door screen and the material for manufacture of the screen frame are warranted against manufacturing defects resulting in rotting and rusting, for as long as the Original Purchaser - Present Property Owner shall own and live in the property. Should such a manufacturing defect occur, AMI agrees to furnish new screen material or new screen frame material to the Property Owner, transportation charges payable by the Property Owner.

Factory Applied Exterior Colors Residential 10-Year Limited Warranty Commercial 3-Year Limited Warranty

The factory-applied exterior coating on the Product is warranted against peeling, flaking, chipping, blistering and significant ultraviolet fading or discoloration (greater than 5 Delta E units) caused by natural environmental conditions, for ten (10) years from the date of Product purchase for the Original Purchaser / Present Property Owner (Three (3) years for Commercial Applications) and is subject to the transferability limitations set forth in the Limited Warranty.

AMI, in its sole and unilateral discretion, will make the final determination as to whether any claim for fading, discoloration, or color change is a covered claim under this warranty. If AMI determines a claim to be a covered claim, AMI will either replace the affected product(s) or refinish the affected product(s). Replaced or refinished products or components are not guaranteed to match the original products due to the normal effects of weathering over time.

Window World Windows Limited - Warranty Transferable to Successor Owner

This Limited Warranty for Window World Windows is transferable one time by the Original Purchaser to the successor owner of the property, within the first thirty (30) years from the date of window installation. Upon transfer, the transferred warranty period shall be limited to the unexpired remaining portion

of such thirty (30) years from the date of window installation, and shall not be further transferable.

To transfer this warranty to a subsequent owner as described herein, the one-time transferee property owner must request and then submit the "Transferee Form" from the local Window World franchise from which the windows were originally purchased along with the current warranty transfer fee.

In the event of property transfer, the subsequent owner will be responsible for charges based on the following schedule:

0-10 Years	No Charge
11-15 Years	50%
16-20 Years	70%
21-25 Years	80%
25+ Years	90%

Current market prices shall be the basis for computing any costs of material.

Property Owner Claim Procedure and Other Warranty Provisions

Promptly after discovery of any alleged defect covered by this Limited Warranty, a written notice must be provided to the local Window World franchise where the window was purchased. The written notice must contain: (a) the property address, (b) a description of the alleged defect (c) the date of the window installation, (d) proof of purchase, and (e) proof of property ownership and transfer info as may be requested. Allow a reasonable time for an inspection.

If AMI determines the claim is covered under this Warranty, then AMI agrees, at its option, to repair or replace the defective part or window component free of charge. Such part or window component shall be shipped to your local Window World franchise, transportation charges prepaid, or upon pre-payment of any applicable prorated amount then due from the Present Property Owner. The Property Owner is responsible for any return transportation charges of the window(s) back to the property location.

Normal weathering may cause any surface to

oxidize, chalk or accumulate surface dirt or stains due to varying exposures to sunlight, weather and atmospheric conditions. The geographic location, atmospheric quality and other local factors in the area, over which AMI has no control, contribute to the severity of these conditions. Caulking may be necessary on some installations to seal the frames or trim package against water and/or air infiltration. Caulking is considered a maintenance issue and is the responsibility of the homeowner. It is not considered part of the product and is not covered under this Warranty.

AMI does not warrant installation or defects caused by installation. This Warranty covers only the manufacturing defects specified herein. This Warranty does not cover any other damages or failures including, but not limited to, normal weathering of sash frames and mainframe, and screen and screen frame, oxidation, accidents or intentional damage, or fire, flood, windblown objects, hail, lightning, earthquake or other Acts of God, chemical pollutants, chemicals, brick wash, mildew, negligent maintenance, fading, misuse or abuse, building settlement or structural defects, or if subjected to stresses resulting from localized heat sources which cause excessive temperature differentials over the glass surfaces or edges, or any other causes or occurrences beyond AMI's control. This Warranty does not apply if the windows are painted, varnished or coated with any other substance by anyone other than AMI.

Any replacement parts or components AMI supplies under this Warranty will have the standard color available at that time. A color variance may occur between the new replacement part or component in comparison to the original window. AMI reserves the right to discontinue or change any Window World Window as manufactured. If the part or component of the window originally installed is not available and AMI determines to replace the window, AMI may substitute a compatible part or component, apportioned when pro rata basis applies over the warranted time period for usage to refund date.

Condensation on windows may occur as the natural result of humidity within the house or building area and changes in interior / exterior temperatures, and does not indicate a defect in the window. This Warranty does not cover condensation or frost or freezing from condensation.

This Warranty is limited to AMI's furnishing repaired or replacement parts or window components, free of charge, within the time period specified, or as applicable, upon payment in advance of any pro rata amount then due from the Present Property Owner.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMI DISCLAIMS ANY OTHER WARRANTY EXPRESS OR IMPLIED, THAN THAT PROVIDED FOR HEREIN. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES AS TO THE PURPOSE OF THE WARRANTED SYSTEM. AMI DOES NOT AUTHORIZE ANY PERSON, INCLUDING ITS REPRESENTATIVES OR AGENTS, TO MAKE ANY REPRESENTATION OR TO OFFER ANY WARRANTY, CONDITION OR GUARANTY IN RESPECT OF THE SYSTEM OR PRODUCTS OTHER THAN THIS WARRANTY. THIS WARRANTY CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY AMI'S WARRANTY MANAGER. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMI AND UNDER NO CIRCUMSTANCES SHALL AMI BE LIABLE FOR AN AMOUNT GREATER THAN THE ORIGINAL INSTALLED COST OF THE SYSTEM OR PRODUCTS FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO THE BUILDING OR ITS CONTENTS. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR IN THIS WARRANTY FAIL OF THEIR ESSENTIAL PURPOSE. AMI SHALL NOT BE LIABLE FOR

ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Commercial Applications

If the building in which the Window World Windows are installed is owned by an entity other than an individual resident owner, whether by a corporation, partnership, an unincorporated association, or by a government or public entity, including without limitation, a church or school, then the warranty period shall be a Thirty (30) Year Prorated Limited Warranty from the date of window installation, applicable to all window parts and components, under the prorated basis of this Warranty and subject to all other terms and conditions of this Limited Warranty.

Window World Windows are manufactured and warranted as specified herein by AMI, 3773 State Road, Cuyahoga Falls, Ohio 44223.

GLASS BREAKAGE LIFETIME LIMITED WARRANTY NON-PRORATED LIMITED WARRANTY

Glass Breakage

Associated Materials Incorporated (AMI), the manufacturer of Window World Windows, warrants that should the glass break or crack in your Window World Window, for as long as you the Original Purchaser-Property Owner shall live and own the property at the address listed herein, AMI shall provide a new sealed glass unit at no charge except for shipping and handling charges. Installation is not covered and is the responsibility of the homeowner.

Exclusions

Coverage hereunder is limited to the Original Purchaser-Property Owner only and is not transferable to other owners. Removal of the windows from the premises invalidates the Warranty. Acts of God (floods, hail storms, earthquakes, fires and acts of civil unrest, wars, riots, etc.) are excluded from coverage. Only single family residential units are covered herein. Garden windows, patio doors, tempered units, special shapes and beveled-lead, grooved and laminated glass are excluded. Apartment buildings, condominiums, commercial buildings are also excluded from coverage.

The provisions of this Warranty are the full and complete warranty policy extended by AMI.

THE WARRANTY STATEMENTS CONTAINED IN THIS LIMITED WARRANTY SET FORTH THE EXPRESS WARRANTIES EXTENDED BY AMI FOR INSULATED GLASS UNITS. IN LIEU OF ALL OTHER WARRANTIES, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF AMI AND SHALL BE THE PROPERTY OWNER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. AMI SHALL NOT BE LIABLE TO THE PROPERTY OWNER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE INSULATED GLASS UNITS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or

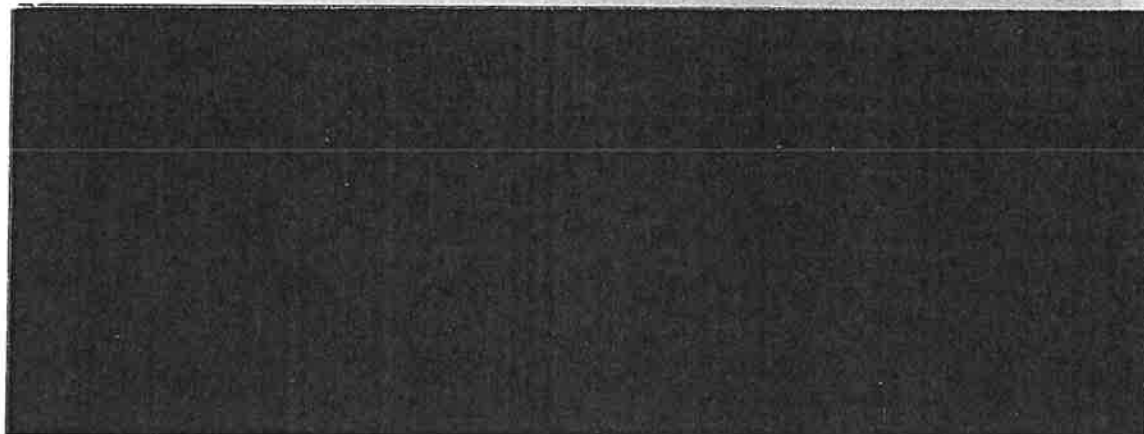
exclusions may not apply to you. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Claims Procedure

Please submit your warranty claim in writing to the local Window World franchise where the window was purchased. The claim must include proof of ownership, a copy of your original contract, proof of purchase and must contain the factory order number and window order number from the window warranty label. This label is found on the underside of the window mainframe just above the top sash.

AMI reserves the right to inspect the premises if required. A reasonable time shall be allowed for such an inspection.

The replacement glass will be shipped to the nearest Window World franchise. Shipping and handling charges shall be paid by the homeowner and pick-up of the unit must be arranged by the homeowner at the location.



Suggested Cleaning of Window World Vinyl Windows

Glass:

Clean glass with a mixture of mild dish soap and water. Rinse completely with clear water, then wipe dry with a soft cloth to avoid water spots. Avoid washing windows and patio doors in direct sunlight. Never use petroleum-based cleaners or caustic chemicals on the glass.

Vinyl Sashes and Mainframes:

Vacuum dirt from sill and track areas before washing. Clean vinyl with a mixture of mild dish soap and water. Mild, non-abrasive soaps are usually safest for most dirt and stain removal. Always rinse completely with clean water and wipe dry.

Screens:

Remove from window, then wash on a flat, clean surface with mild soap and water and a soft brush. Rinse, wipe dry and then reinstall.

HIGH CONCENTRATION CLEANERS MAY CAUSE DAMAGE TO THE WINDOW'S GLASS AND VINYL. DO NOT USE SOLVENTS, PAINT REMOVERS, OR CLEANERS CONTAINING ABRASIVE PARTICLES.

This cleaning information is suggested in an effort to be of assistance; however, Manufacturer can assume no responsibility for results obtained which are dependent on the solution chemicals as prepared and method of application.

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LIMITED LIFETIME WARRANTY

VINYL:

The vinyl component of ViWinTech window and door products are warranted against peeling, flaking, chipping, or cracking during the normal life of the product. If such defects occur, ViWinTech will provide replacement parts at no charge. Warranty on painted, stained or if the surface is altered in any way.



COVID-19 Update [Learn More](#)

The ViWinTech hardware including locking mechanism, fasteners, rollers, balances, etc.. (excluding the finish) is warranted against peeling, flaking, rusting, blistering and corrosion for the life of all replacement windows and doors and new construction windows.

SCREEN FRAME:

The ViWinTech aluminum screen frame is warranted against peeling, flaking and corrosion for the life of the

WINDOW SEAL:

The installed and sealed ViWinTech insulating glass unit is warranted against sealant defects resulting in moisture formation caused by dust or moisture in the air space of the sealed unit. If such defects occur, ViWinTech will replace the glass unit at no charge for the period stated below. If the glass should fail after the specified period then ViWinTech will pay the cost of the glass unit at the company's retail list price for the insulating glass unit based on the schedule listed below.



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ViWinTech Windows and Doors warrants to the original resident purchaser / property owner that any product manufacturing and/or material defects. This warranty applies for the lifetime of the product under normal use conditions and limitations herein listed and for as long as the original resident purchaser resides in the home installed. Furthermore, the lifetime coverage covered by this warranty is intended to cover individual home products installed in multi-family housing, commercial construction or any other type of building not used as a residence. For such purchaser or entities to which the lifetime coverage does not apply, the warranty period date of purchase and labor is excluded.

This warranty covers only those manufacturing and material defects as specified herein and does not include faulty or improper installation, normal weathering, defects caused by accident, fire, flood, acts of nature, vandalism; abuse by harmful fumes, vapors, solvents, chemicals or chemical pollutants in the atmosphere; mildew marks or scratches which do not exceed company or ASTM C1036 Standards, building settlement, structural stresses resulting from localized heat which causes excessive temperature differential over the glass surface under ViWinTech's control. ViWinTech at its' discretion, may repair or replace any window or door proven to be defective. ViWinTech's maximum liability will be equal to the reasonable cost to repair or replace the defective product included with the repair or removal of the original product or installation of the replacement product.

ViWinTech further warrants its' patio doors, decorative / leaded insulating glass units and windows utilizing manufacturer's defects for ten (10) years following purchase. ViWinTech applied or authorized exterior coating defects for fifteen (15) years following purchase.

OTHER CONDITIONS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS. STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME, SUBSEQUENT TO SALE, A CUSTOMER MAY SEEK A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VIWINTECH BE LIABLE FOR INCIDENTAL DAMAGES OF ANY KIND INCLUDING; ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY INJURY TO THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO REPRESENTATIVE OF VIWINTECH OR ITS DISTRIBUTORS SHALL MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON CONTRACTUAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

REPLACEMENT PRODUCT TRANSFERABLE WARRANTY

The ViWinTech Lifetime Limited Warranty is transferable by the original property owner to one subsequent owner upon written notice of transfer of title of the registered property within thirty (30) days after the date of transfer of ownership accompanied by the warranty transfer card that is attached to this warranty and a certified check or money order. A cash transfer will not extend the warranty period. This transferable warranty is only valid on Replacement product. A non-replacement warranty is non-transferable.

The owner occupied single family residence warranty is transferable as follows: In the event the original home becomes a rental residence or it becomes occupied by other than the original owner, this warranty will continue for the remainder of the original term. Furthermore, once transferred, no part of this warranty will exceed 20 years from initial installation date.

The warranty on any repaired or replacement product shall extend for the balance of the warranty period in which the original product was defective.

HOW TO MAKE A CLAIM:

The homeowner must notify the contractor or builder who installed the window or door to provide an opportunity to examine the product claimed to be defective. Proof of date of purchase and installation must accompany the notification.

The contractor or builder will then report to the distributor. Our authorized distributor will then investigate the defect. We will repair or replace the defective product or refund the amount paid by the original purchaser plus the cost of the product.

OPTIONAL LIFETIME LIMITED GLASS BREAKAGE WARRANTY

- Standard on the 6000 Series windows
- Additional cost per window
- Can not purchase warranty after installation. Consult your dealer / distributor or ViWinTech for details.
- Warranty must be for all windows on each window order.
- If for any reason (except acts of nature including but not limited to; tornado, fire, hurricane, earthquakes, etc.) a window, ViWinTech will supply a replacement for the broken insulated glass (and glazing bead if necessary) ; hardware are desired they may be ordered at an additional charge. Call customer service for pricing.
- Any labor and / or charges for installing the replacement insulated glass is the sole responsibility of the homeowner.
- This warranty is limited to the original homeowner and is not transferable.
- Replacement Glass is F.O.B. Paducah, KY, a freight charge may apply
- ViWinTech reserves the right to refund the cost of this optional warranty and cancel this warranty at any time.
- The cost of glass provided by ViWinTech for Lifetime Glass breakage covers up to homeowners residential windows only.

LIMITATIONS

VIWINTECH WINDOWS AND DOORS SHALL HAVE NO LIABILITY UNLESS CAUSED BY: FOR:

- a) Defects or failure caused by improper handling, transporting units in a modular or panelized structure, not in accordance with ViWinTech's written instructions.
- b) Defects, damage, distortion or misalignment of frames or sashes caused by use of expandable insulating fiberglass insulation around unit.
- c) Any damage to the product caused by impact of foreign objects, acts of nature, fire, explosion or other causes.



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- e) Defects or damage caused by the effects of air pollution, exposure to harmful chemicals (including but not limited to muriatic acid) or normal weathering caused by exposure to the elements.
- f) Damage to seat boards, sideboards, extension jambs, casings, drywall and framing material or damage to protect the wood surface against moisture.
- g) Any incidental damage caused by defect or failure of any warranted product, including labor to effect repair.
- h) Damage to a structure caused by failure to properly apply flashing on all units including dead lite units.
- i) Stress cracks or seal failures in an insulated glass unit that is not installed in a ViWinTech sash or window frame. ViWinTech reserves the right to discontinue or modify any of its products, including the color thereof, without giving notice. If ViWinTech terminates its warranty, it may substitute products which are designated by ViWinTech to be of comparable quality or price to the product initially installed has been discontinued or modified.
- j) Stress cracks or seal failures in an insulated glass unit that is caused by outside pressure or stress not related to the product.
- k) Excessive moisture (condensation) accumulating on exterior or interior surface of window or door units causing damage to a structure.
- l) Any labor necessary for the repair, replacement, removal, installation, or disposal of a ViWinTech product.
- m) Any labor necessary to repair paint or laminate coatings.
- n) Normal wear and tear of weatherstripping.
- o) Heat related expansion causing distortion, warpage or damage to the product by failing to leave at least 3/16" expansion in masonry applications.
- p) Any freight charges necessary for parts. Freight expenses will be the responsibility of the customer.
- q) Air infiltration caused by positive or negative pressure that exceeds the tested pressure or wind loads.
- r) Units left in the sun wrapped in plastic where heat buildup caused distortion.
- s) Glass failure due to the use of an aftermarket glass film or coating.



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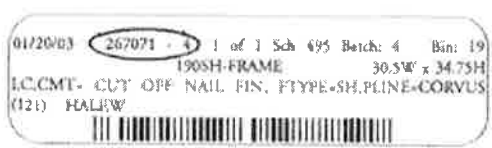
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REGISTER YOUR PRODUCT.

You must register the warranty for your product within 90 days of its installation.

When registering, have the order number ready. To locate your order number, locate the sticker either on the product or in the shipping box. Never remove this sticker.

Look for the number circled below (circled here for emphasis).



HOMEOWNER INFORMATION

Date Purchased: *

/ /
MM DD YYYY

Homeowner Information: *

First Last

Address *

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country / Region

Phone *



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Email *

Window/Door Order Number: *

DEALER/CONTRACTOR INFORMATION

Installed By: *

Dealer/Contractor Phone: *

<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>
###		###		####

Contractor Address

Street Address

Address Line 2

City

Postal / Zip Code

State / Province / Region

Country / Region

